



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Grant Writing Contract

MEETING DATE: October 18, 1995

PREPARED BY: Acting Finance Director

RECOMMENDED ACTION: That the City Council consider the following actions: (1) approve the attached fourteen month comprehensive grant writing service contract with Griffin Grant Writing and Consulting (herein after referred to as GGW&C); and, (2) authorize the City's Contingency Fund as the funding source for the \$40,000.

BACKGROUND : At a Shirt Sleeve Session of the City Council on October 3, 1995, Staff introduced Mr. John Griffin, managing partner for GGW&C. Mr. Griffin presented the Council with a proposal to provide a comprehensive grant writing service for the City of Lodi. The proposal calls for a fourteen month coordinated grant seeking contract with the City at a total cost of \$40,000 which is to be paid in semi-annual payments. GGW&C states that the proposed contract will provide an increase in federal funding by a minimum of \$3,000,000 obtained through a four step process:

- Research to determine the highest priority City needs and to develop a comprehensive funding matrix
- Electronic Tracking System created to enable trained City personnel to receive federal request for proposals electronically on the day they are released.
- Grant Writing for six to ten grant proposals identified by the comprehensive funding plan resulting in at least \$3,000,000 in funding for the City.
- Project Management providing direct on-site oversight of the project.

City budgets are under enormous pressure from declining tax revenues, escalating service demands and costs, and cutbacks in state and federal aid. With general funds under unprecedented pressure, the role of competed grant funds has become more critical than ever before. Cities of all sizes are looking to federal, state, and even private philanthropic grantmakers to sustain existing service levels and launch new initiatives to address acute social problems. Because of the extraordinarily competitive grant seeking market today, the relative technical sophistication of applicants has become critically important in funding decisions. To maximize the City of Lodi's share of federal resources, Griffin Grant Writing & Consulting proposes a partnership with the City that will change the approach and success of the City's grant seeking efforts. The contract has been reviewed by the Deputy City Attorney.

FUNDING: \$40,000 -- Contingency Fund

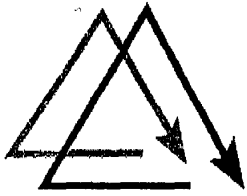
Uriah M. Attie
Acting Finance Director

APPROVED: _____

Thomas A. Peterson for Dixon Flynn
THOMAS A. PETERSON
City Manager



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GRIFFIN GRANT WRITING & CONSULTING, LLC

"Partners for Change"

PERSONAL SERVICES AGREEMENT

This Agreement is entered into by and between the City of Lodi (hereinafter referred to as the City) and Griffin Grant Writing & Consulting (herein after referred to as GGW&C) on October _____, 1995 for a period of fourteen months or until terminated in accordance with the termination provisions in this contract.

The City agrees to engage GGW&C and GGW&C agrees to undertake, carry out and complete work hereinafter set forth under Scope of Services.

I. Scope of Services

GGW&C agrees to provide general fund raising/grant writing services associated with the completion of grant applications on behalf of the City. The following is a description of the services offered under this Agreement. Any other work conducted outside the following scope is subject to additional fees and must be accompanied by an amendment to this Agreement signed by both parties.

A. Research:

GGW&C will conduct a formal research of the program needs throughout the City. This research will enable GGW&C to develop a process which will lead to a coordinated funding plan for all participating City Departments. Using a copyrighted design, GGW&C will begin with the development of a needs/funding opportunities matrix. A schedule requiring eight hours of meeting time will be developed to complete the matrix. Through this process, GGW&C, together with Departmental Managers, will identify the City's highest-priority needs, programs and fiscal gaps. From this information GGW&C will outline the most important grant opportunities which meet these needs and begin the outline of a Comprehensive Funding Plan.

Methodology

The research phase will include a half hour presentation by GGW&C at a City Department Head meeting. This presentation will yield a schedule of Department meetings which will require eight hours of staff time to develop the funding matrix outline. Information gathered from this outline will be augmented with a series of meetings with staff from each Department. Approximately two hours per Department will be needed to gather additional pertinent data. Once the data gathering phase is complete, the information will be compiled into a draft plan outlining the City's funding needs. Concurrently, GGW&C

will use a variety of means to identify the most relevant federal and state sources to meet these needs.

Deliverables/Timeline

The comprehensive funding plan covering the most vital identified needs for the City will be produced and delivered within forty-five days from the start of this component, subject to the availability of all pertinent data. The City will also receive a copy of the funding matrix developed by the Departments, a list of potential funding sources, and a narrative description of how these funding sources can be used in a coordinated and collaborative approach.

Roles/Responsibilities

GGW&C staff will be responsible for the coordination and scheduling of meetings as well as data gathering, analysis and plan compilation. The City will be responsible for ensuring access and scheduling to all relevant staff and information.

B. Electronic Tracking System/Training

For the fourteen month duration of the contract, GGW&C will set up an electronic tracking system for the City which will enable Departments to receive federal RFPs on the day they are released. GGW&C will train administrative staff, selected by individual Departments, to use the system and will provide off-site telephonic technical assistance for the system as needed.

Deliverables/Timeline

GGW&C will provide access to its customized national database of private corporate and foundation sponsors who can be solicited for additional start-up resources for innovative demonstration projects. GGW&C will provide advance notice of funding opportunities before they are officially posted and obtain information on favored program designs from funding agencies.

Training and support will begin immediately upon contract finalization. The workshops will be scheduled and carried out within the first sixty days of the contract period. Individual trainings will be scheduled as needed for the duration of the contract period. Off-site technical assistance will be available to all parties by contacting GGW&C's office during regular business hours.

Methodology

GGW&C will install required software and provide a training program to selected Department staff on how to conduct an efficient and effective electronic search for funding opportunities. The training module includes two one-half day workshops. The workshops will be scheduled within the first three months of the contract period. A total of 48 hours will be provided in off-site telephonic technical assistance to staff in the areas of troubleshooting and other topics as requested.

Roles/Responsibilities

GGW&C shall be responsible for meeting and coordinating all computer software upgrades with appropriate MIS personnel. GGW&C shall be responsible for loading the

software, scheduling training workshops and individual trainings as needed with identified City staff. The City shall be responsible for the identification of appropriate staff in each Department and permitting their attendance at the training workshops. The workshop attendance is not to exceed 15 persons per workshop. The City will be responsible for providing computers with modems to their staff for these training workshops. Individual training will be provided as needed to reinforce and bolster the user's competency in accessing appropriate information. The City will be responsible for purchasing the Internet access software licenses, with TelNet capabilities, for this component and these costs are not included in the fee structure of this contract.

C. Grant Writing

GGW&C shall be responsible for writing grant proposals identified by the Interdepartmental Working Group as part of the pilot year Comprehensive Funding Plan which will result in at least \$3,000,000 in funded proposals. The actual number of grants completed will be determined by the complexity of the proposals in joint Agreement between GGW&C and the City.

Methodology

GGW&C will use the comprehensive funding plan to identify the most important projects for the City. GGW&C will meet with staff from the identified lead Department to design the programs for the applications. The grant applications will be written by GGW&C's panel of expert writers.

Deliverables/Timeline

GGW&C will complete federal/state and private funding applications on behalf of the City during the fourteen month contract period, resulting in at least \$3,000,000 in funded proposals.

Roles/Responsibilities

Grant applications will be written by GGW&C. The City will be responsible for providing accurate and comprehensive information about programs, budgets, staff qualifications, etc. to enable GGW&C to develop all proposals in an adequate time frame to produce high quality applications.

D. Project Management

GGW&C will provide direct on-site oversight of the project and all GGW&C staff assigned to the project. GGW&C will set up an Interdepartmental Working Group made up of Departments selected by the City which will meet monthly to coordinate all funding efforts. The Interdepartmental Working Group will weaken parochial boundaries, improve interagency communication about funding opportunities, promote interdepartmental cooperation in program design, and effectively focus fundraising energy on a common funding strategy. These efforts will also result in less waste of manpower, time, and unsuccessful grantsmanship while increasing overall funds available for essential programming.

Deliverables/Timeline

GGW&C will develop and chair the monthly Interdepartmental Working Group. This group will begin within the first thirty days from contract execution and will serve as a focus for all grant development efforts.

Methodology

The Interdepartmental Working Group will be established by the City and GGW&C. This forum will discuss grant needs, progress in the development of the Comprehensive Funding Plan, and develop a more effective collaborative service delivery for all grants. GGW&C will facilitate a monthly one hour meeting of the group.

Roles/Responsibilities

GGW&C and the City will be responsible for developing the Interdepartmental Working Group. GGW&C will be responsible for scheduling meetings and training members on a format used to enhance collaborative service delivery and grant seeking. GGW&C will chair the group for the first four months. Thereafter, the City will be responsible for continuing the meetings and providing GGW&C with information on the progress and minutes of the monthly meetings. The City will also be responsible for providing access to staff and encouraging attendance at the scheduled meetings.

II. Compensation and Method of Payment

Payment Schedule. In consideration for the services to be provided by GGW&C as described in paragraph II Scope of Services above, the City agrees to pay the sum of \$40,000. This fee shall be paid in two equal semi-annual payments of \$20,000 each, with the first payment due upon execution of the contract and the second payment due six months from the date of execution. GGW&C agrees to maintain an accounting of funds designated toward the project. GGW&C and the City agree that the work described under Scope of Services above shall not be billed on an hourly basis.

Additional Expenses: GGW&C will copy and mail all proposals. All copying and mailing costs associated with this contract will be the responsibility of the City. These expenses shall be submitted to the City in the form of an invoice and shall be due and payable upon receipt.

Incentive Structure: GGW&C and the City agree and understand that this contract is guarantees a minimum of \$3,000,000 in funding for the City. The following incentive structure will apply to funds raised above the \$3,000,000 guarantee:

\$10,000 per \$500,000 above \$3 million
\$7,000 per \$500,000 above \$10 million
\$5,000 per \$500,000 above \$15 million

III. COST AND EXPENSES

GGW&C shall be responsible for all cost and expenses associated with each project. This includes, but is not limited to, all costs of equipment provided by GGW&C, travel and communications costs, all professional fees, all fines, licenses, bonds or taxes required of

or imposed against GGW&C and any other costs of doing business. The City shall not be responsible for any expenses or costs of any kind incurred by GGW&C in providing services under the terms of this Agreement unless otherwise noted in the Agreement.

IV. OBLIGATION OF GGW&C

Tools & Instruments: GGW&C will supply all necessary tools and equipment associated with the completion of services under this contract. They include, but are not limited to, word processing and spreadsheet software; computer, printer, paper, supplies; location of office, telephone, fax machine, typewriter, modem, floppy disks, research materials, and any other instruments required. All information provided by the City pertinent to the completion of the tasks shall be provided in both hard copy and computerized format using appropriate software formats.

Worker' Compensation: GGW&C agrees to provide Workers' Compensation Insurance for its own employees and agrees to hold harmless and indemnify the City for any claims arising out of injury, disability, or death of any GGW&C's employees, sub-contractors, or agents in connection with any work or duties in completing the work described within this Agreement.

State & Federal Taxes: GGW&C shall be responsible for paying all required state and federal taxes and insurance. The City will not:

- withhold FICA;
- make state or federal unemployment insurance contributions on behalf of GGW&C;
- withhold state or federal income tax from GGW&C's payments;
- make disability insurance contributions on behalf of GGW&C;
- obtain workman's compensation insurance on behalf of GGW&C.

Employee Benefits: GGW&C, as an independent contractor, is not entitled to any benefits typically associated with an employee such as medical, sick leave or vacation benefits.

Guarantee: GGW&C agrees that the performance goal of this contract is to raise a minimum of \$3,000,000 in funding for the City. GGW&C guarantees it will continue to solicit funding until this minimal amount is received by the City. For purposes of this contract "received" shall include notification-of-award letters by funding sources. GGW&C agrees to guarantee the goal amount through continued efforts including research, targeting, writing, solicitation and follow-up services until receipt of the goal amount.

V. OBLIGATION OF THE CITY

Cooperation of City's Staff, Agents, Employees and Sub-contractors: The City agrees to comply with all reasonable requests of GGW&C and to provide access to pertinent documents necessary for GGW&C to provide the services under this contract.

Place of Work: The City will at no time provide a place of work for the completion of assigned projects. However, the City may make arrangements for GGW&C to have temporary space to conduct work associated with the gathering of pertinent data for the completion of tasks under this Agreement. Space for any and all meetings required for the completion of the tasks shall be arranged for by the City

Information Provision/Dissemination: The City agrees to provide all appropriate and pertinent data relative to the completion of the tasks in this Agreement. Failure to provide complete and accurate disclosure of financial, programmatic or other information which prevents, impairs or prohibits GGW&C from performing their services in an expedient and efficient manner shall constitute a material breach of this contract. This includes, but is not limited to, failure to provide accurate and timely information on projects as they are being conducted; failure to provide information on financial status which may impact any or all identified grant projects under this Agreement; failure to provide access to previously written proposals or failure to gather pertinent data for the completion of any or all of the proposals identified and solicited under this Agreement.

VI. TERMINATION OF CONTRACT

Termination by City: Should GGW&C default in providing services under this contract or materially breach any of its provisions, the City, at its option, may terminate this Agreement giving thirty days written notification to GGW&C. For the purposes of this section, material breach of this contract includes, but is not limited to, the following circumstances:

- GGW&C is not qualified to provide services as determined by the quality of grants, reports, and research performed;
- GGW&C fails to complete assigned projects within verbal or written timelines provided to GGW&C upon assignments;
- GGW&C fails to provide intermittent review of products through the process as requested by City;
- GGW&C falsifies an invoice;
- GGW&C defames/slanders the City either verbally or in writing;
- GGW&C fails to represent themselves in a professional manner.

Termination by GGW&C: Should the City, its staff, employees, agents, and/ or representatives default in the performance of this contract or materially breach any of its provisions, GGW&C, at its option, may terminate this contract by giving written thirty day notification to the City. For the purposes of this section, material breach of this contract includes, but is not limited to, the following circumstances:

- City fails to complete requested assignments within verbal or written timelines provided by GGW&C upon assignment;
- City defames/slanders GGW&C either verbally or in writing;
- City fails to provide accurate and complete information as denoted within this agreement;
- City fails to provide access to employees/agents as necessary to complete the tasks described within this proposal;

- City fails to pay any part of compensation set forth in Section III of this contract.

Compensation/Refunds in Case of Termination: In the case of termination by either party, for any reason, the City agrees to pay GGW&C all cost and fees incurred from the point of execution to the date of termination. This shall include all copying, postage and fees to perform services as described within this Agreement. Further, any fees unearned by GGW&C shall be refunded to the City within thirty days from the date of termination. The calculation of fees owed to GGW&C in the case of termination shall be determined by the following:

GGW&C and the City agree and understand that this contract is performance based with a guarantee that GGW&C will solicit and the City receive a minimum of \$3,000,000 in funding for the City. Calculations of performance through the contract shall be based on the amount of funds solicited, with the understanding that grant writing services shall continue until the goal amount is received. In the case of termination by either party, a prorated value shall be assessed based on the percentage of \$3,000,000 pending or received at the time of termination.

VII. GENERAL PROVISIONS

Notices: Any Notice required under this contract must be in writing and can be accomplished by hand delivery or mail, registered or certified, postage prepaid. If either party changes its address, written notice of such change must be given immediately to the other party. Notices delivered by hand are deemed communicated as of actual receipt. Mailed notices are deemed communicated as of three working days after mailing.

Entire Contract of Parties: This contract confirms the terms of the verbal Agreement and supersedes any and all other contracts, either oral or written, between the parties regarding GGW&C's services to the City. It also contains all the covenants and agreements between the parties regarding the rendering of services in any manner whatsoever.

Each party to this contract acknowledges that no representation, inducements, promises or agreements, verbal or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this contract. If there is any agreement, statement or promise, it shall be void, invalid and non-binding. Any modification of the contract will be effective only if it is in writing and signed by the appropriate parties.

Partial Invalidity: If any provision of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Government Documents: GGW&C agrees to file all necessary governmental documents, including appropriate tax returns, reflecting its income status as an independent contractor for services rendered to the City under this Agreement. Should any governmental agency audit the files of either party and request information on the GGW&C or the City,

GGW&C and the City agree to immediately furnish the requesting party with any records, including tax returns, relating to the services rendered under this contract.

Independent Contractor: It is the expressed intention of the parties that GGW&C is an independent contractor and not an employee, agent, joint venturer or partner of the City. Nothing in this contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between GGW&C and the City or between any employee or agent of GGW&C and the City.

Exclusivity: GGW&C retains the right to provide services for others during the term of this contract and is not required to devote services exclusively to the City.

Materials: GGW&C will return all copies of materials borrowed or produced under the terms of this Agreement. GGW&C understands that no materials produced or used in the execution of services associated with this contract may be reproduced or used outside this Agreement, for any reason, without prior written consent of the City.

Provision of Information: The City agrees to provide GGW&C with all pertinent information requested by GGW&C for each grant application in a timely and efficient manner. This may include, but is not limited to previously written proposals under these and other announcements, funded or not funded; access to budgetary information relevant to completion of forms and budgets; access to staff, agents, employees, and sub-contractors for interviews; and other information as reasonably requested by GGW&C. City shall be responsible for arranging meetings as requested and in the format required by GGW&C to assure expedient gathering of information at minimal cost to the City.

Disclosure of Financial Information: The City agrees and understands that GGW&C is providing services related to fiscal matters. The City agrees to provide full and accurate disclosure of financial and other information related to proposals being submitted. The City agrees that any misrepresentation or nondisclosure which impairs or negatively impacts proposals submitted by GGW&C shall provide GGW&C with cause for termination of this Agreement. In such an event, GGW&C shall be entitled to all fees and costs incurred, including potentially lost fees, to that point.

VIII. LEGAL PROCEEDINGS

Governing Law: This contract shall be governed by and construed under California Law.

Both parties by affixing their signature and dating this contract have read, understand and agree to the terms set forth herein. This contract is binding and in force as of

_____, executed at _____, California.
(Date) (Location)

City of Lodi

**Griffin Grant Writing &
Consulting**

By:

By:

Dixon Flynn
City Manager

John A. Griffin
Managing Partner

Attest:

Approved as to Form:

Jennifer Perrin, City Clerk
City Clerk

John M. Luebberke
Deputy City Attorney

GW&C's Taxpayer Identification Name and Number:

Griffin Grant Writing & Consulting, LLC No. 68-0345611